

# EXHIBIT A

The Law Firm of Hugh H. Mo, P.C.  
225 Broadway, 27 Floor  
New York, New York 10007  
(T) 212-385-1500 (F) 212-385-1870  
Email: hhmo8@verizon.net

October 8, 2015

Ng, Lap Seng  
MDC, Brooklyn

Re: United States v. Ng Lap Seng, et al  
Case Nos. 15 MAG 3369 and 15 MAG 3562  
USDC, SDNY

Dear Mr. Ng:

This letter when countersigned by you below shall constitute a Retainer Agreement between yourself and The Law Firm of Hugh H. Mo, P.C., with respect to the representation of you in the matters of United States v. Ng Lap Seng, et. al, Case Nos. 3369 and 3562, in which you are charged in 15 MAG 3369, with conspiracy to obstruct and to make false statements to FBI agents, in violation of 18 USC 371 and 1001, and in 15 MAG 3562, with conspiracy to bribe a United Nations official and payment of bribes, in violation of 18 USC 371 and 666(a)(2) and (2).

In connection with our representation, we agree to defend you in both pending cases, along with other lawyers that you have separately retained at your own expense, and our services include, but not limited to handling your bail proceedings, all court appearances, discovery, motion practices, hearings and trial. This agreement does not include handling any appeals on your behalf, except in the event of an appeal of a denial of bail.

We have agreed to charge you a fixed fee, not based on billable time, for first phase of the criminal proceedings of securing an appropriate bail package for your release from detention in the total amount of One Million Dollars (USD\$1,000,000), with USD\$500,000 payable at the outset of the engagement and the balance of USD\$500,000 payable immediately upon your release from detention or an appeal of a denial of bail. Within two

weeks after your release from detention or an appeal of denial of your release pending trial, we would arrive at a separate fixed fee for all pre-trial proceedings and the amount agreed upon would be due and payable immediately. We agreed to arrive at a fixed fee no later than ninety (90) days before the scheduled date of trial in both matters.

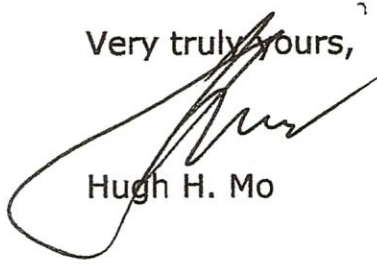
Our legal fees do not include any disbursements that we normally incur in the defense of a criminal matter, such as private investigator, experts, filing fees, transcripts, travel, and other out-of-pocket expenses. We will not incur any expenses over \$1,000 without prior consultation and with your approval.

We have expressly advised you that despite our best efforts, we will not and cannot guarantee a favorable outcome in your pending matters, including your release on bail. However, we will do everything we possibly could on the basis of our experience and expertise in your defense.

You have the right to terminate this Agreement at any time with prior written notice to us and, if necessary, subject to court approval. In the event we are relieved as your counsel at any point of the legal proceedings, you agree that we have earned any fixed fees paid and our services rendered will not be quantified based on quantum merit or hourly billing calculations. We have advised you that our fixed fees are based on the exigency nature of your matter, which requires the exclusive dedication of the Firm principal's time and efforts to the neglect of our other pending and new matters.

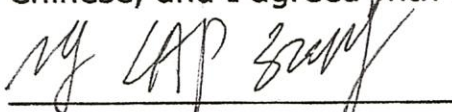
We thank you for your confidence and trust in our Firm.

Very truly yours,

  
Hugh H. Mo

**CONSENT AND AGREED:**

The foregoing Retainer Agreement has been translated from English to Chinese, and I agreed with its terms on this 8<sup>th</sup> day of October 2015.



Ng, Lap Seng

我同意以上条件。特此声明。  
2015年10月8日

**English Translation**  
10-8-2015 Retainer Agreement  
Second Page Bottom

Today, I agree to the above-referenced terms and conditions. Please call Ms. Zhen to wire transfer money.

Ng Lap Seng, 2015.10.08



## 委托书

孙凌：今日很高兴认识，莫荒博士。相识恨晚，从明日起我决定用他来主导我整个案件与律师作以衔接。其他律师暂保留不用。他担保二个星期之内将我出来。美金壹佰萬物起所值。最重要我出来，如果我不出来，困在监狱官司我的命都没有了。我定决意决不更改。人字何切要执行去落实我的决定。要付款明天签合同叫郑美丽带签合同来付伍拾出来以后再付伍拾万美金。

莫荒 10月6日

二个星期可做不到，但为现在这几天之内过来帮办全部的情况与我谈事情经过，了解事情的经过，落实事情的经过，做好基础以看下情况。 莫荒 10月7日

**English Translation**

**Retainer Agreement**

Sun Yuan Yuan: Today I am delighted to meet Dr. Mo. Regret meeting him so late and as of today I want him to handle the entire case. The other lawyers will play an assisting role. The other lawyers should be kept, but with limited involvement. He will try to get me released on bail in two weeks. His fee of \$1 million is good value for the money. The most important objective is that I get released. If I do not get released, stuck in detention, then my life is in jeopardy. My decision cannot be changed. You are directed to implement my decision. You have to pay the fee and tomorrow I will sign the agreement. Tell Zhen Meili per the agreement with the first payment of \$500,000, and when I am released, pay another \$500,000.

Father: Ng Lap Seng 10/6

Within two weeks may not be doable. But during these few days you must come to discuss with me the circumstances of the case. You must be fully familiarized with all of the events, must be on top of the events, and be fully prepare to have the foundation for handling the subsequent proceedings.

Ng Lap Seng 10/7

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
THE LAW FIRM OF HUGH H. MO, P.C., Case No.

Plaintiff,

-against-

NG LAP SENG a/k/a DAVID NG,

Defendants.  
-----X

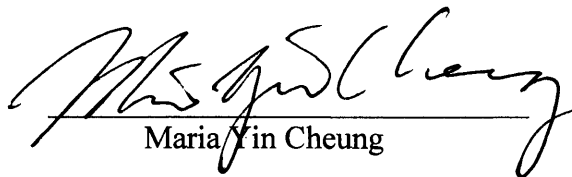
AFFIDAVIT OF TRANSLATION

STATE OF NEW YORK     )  
                                  )     ss.:  
COUNTY OF NEW YORK    )

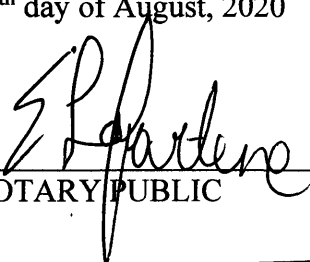
Maria Yin Cheung, being duly sworn, deposes and says:

1. I am employed as the Office Manager of The Law Firm of Hugh H. Mo, P.C.
2. I am fluent in both oral and written Chinese and English languages by virtue of my education in China and the United States. I have a Bachelor of Arts degree from Beijing Foreign Language Institute and a Master of Business Administration degree from Long Island University.
3. During my over 20 years of employment at the Firm, among other duties, I handle all Chinese documents, correspondence, and communication with Chinese clients, including preparing Chinese documents and translating documents written in Chinese to English and vice versa.

4. I have translated Exhibit "A" Initial Retainer, dated October 8, 2015, bottom of page 2 and the attached third page written in Chinese to English to the best of my ability and knowledge.
5. I hereby state that the translation is complete, fair and accurate.

  
Maria Yin Cheung

Sworn to before me this  
26<sup>th</sup> day of August, 2020

  
NOTARY PUBLIC

